

2019 MAC KICKOFF GAMES PARTICIPANT WAIVER



Team Name: _____

Age Division: _____

THE FOLLOWING PROVISIONS MUST BE SIGNED AND AGREED TO BY EACH PLAYER (OR SUCH PLAYER'S PARENT/GUARDIAN IF THE PLAYER IS UNDER 18).

In consideration for being permitted to participate in the **2019 MAC KICKOFF GAMES** basketball tournament (the "Event") conducted by MAC Athletics d/b/a The MAC (the "Company"), the undersigned player, and if the player is under the age of 18 years, his/her parent/guardian, acknowledges, agrees and represents that if he/she believes that any unsafe condition exists, he/she will immediately advise an Event official of such condition and will refuse to participate until such condition is corrected.

VOLUNTARY WAIVER AND RELEASE: The undersigned, for him/her-self, and his/her personal representatives heirs successors and assigns, hereby releases, waives and discharges, and covenants not to sue the Company, any Event sponsor, the owner of the Event premises, licensees (including, but not limited to, television and film licensees), and/or charities and their respective representatives, agents, directors, officers, owners, employees, servants, agents, successors, and assigns (collectively referred to herein as "Event Organizers") from any and all loss, damages, claims demands, causes of action, torts, obligations and any other liability of any kind or nature, whether known or unknown seen or unforeseen, in law or in equity arising out of or in any way related to the Event, including but not limited to, any claims of personal injury or death from playing in the Event, the loss of personal property by theft or otherwise during the Event, any publicity relating to the Event, any rights for publicity claims relating to the undersigned, any prizes awarded, any tax liabilities, and any loss of collegiate, international or high school eligibility as a result of participation in the Event, whether caused by the negligence of the Event Organizers or otherwise.

INDEMNIFICATION AND HOLD HARMLESS: The undersigned hereby agrees to defend, indemnify and hold harmless the Event Organizers and each of them from any and all loss, liability, damage or cost, including reasonable attorney's fees, of any kind or nature, whether in contract or tort or at law or in equity, arising from or relating to the undersigned's participation in the Event, whether caused by the negligence of the Event Organizers or otherwise.

CONSENT TO TREAT: I authorize and consent to emergency care and treatment for my child as deemed necessary by the Sports Medicine staff and contracted licensed Athletic Trainers of MAC Athletics. I understand I will be contacted if additional treatment or information is needed in the event of illness or injury. I authorize the release of information related to my child's health and injury information while participating in MAC KICKOFF GAMES basketball activities for purposes of treatment and follow up care.

ASSUMPTION OF RISK: The undersigned hereby assumes full responsibility for and all risk of bodily injury, death or property damage due to the negligence of the Event Organizers or otherwise while participating in or observing the Event.

PUBLICITY: The undersigned hereby consents to the use, without any compensation, of his/her name, likeness, photograph, biographical material and/or voice in any manner on or in any publication, product, merchandise, or good, or for the purposes of advertising or selling, or soliciting the purchases of, products, merchandise, goods or services concerning the Event, the Event sponsors and/or promotion in any and all media and throughout the world.

ELIGIBILITY: The Company has informed the undersigned of the need to contact the undersigned's respective coach, athletic representative, conference representative, and other authoritative entity (e.g. NCAA, NAIA, etc) to determine how the undersigned's eligibility would be affected, if at all, by registering for or participating in the Event. The undersigned represents and acknowledges receipt of such information and further represents that undersigned has contacted such representative prior to registration of the Event.

GOVERNING LAW: The Voluntary Waiver and Release of Liability and Indemnification and Hold Harmless Agreement shall be governed by the internal laws of the State of Illinois without regard to said state's choice of law rules. The Circuit Court for the State of Illinois residing in Cook County shall have exclusive jurisdiction for any action arising therefrom. The undersigned consents to the jurisdiction of the State of Illinois. The undersigned and his/her parent/guardian, if the undersigned in under 18, acknowledges that he/she is a voluntary participant in the Event and he/she has read the above and is executing this document freely and voluntarily.

The undersigned's(s') signature on this waiver form, and the player's participation in the Event constitutes the player's and parent/guardian's certification that such person has read, understands and agrees to the terms and conditions of the Waiver and Release.

1. _____
Player Name

Parent Signature

2. _____
Player Name

Parent Signature

3. _____
Player Name

Parent Signature

4. _____
Player Name

Parent Signature

5. _____
Player Name

Parent Signature

6. _____
Player Name

Parent Signature

7. _____
Player Name

Parent Signature

8. _____
Player Name

Parent Signature

9. _____
Player Name

Parent Signature

10. _____
Player Name

Parent Signature

11. _____
Player Name

Parent Signature

12. _____
Player Name

Parent Signature